

Independence Day Celebration 2016

Sunday, July 3th 2016, 5 p.m – 11 p.m.

Barling City Park, Barling, Arkansas

Sponsored by: Barling Cruise Night Association and the City of Barling

2016 Vendor Booth Agreement Rules & Regulations

This agreement made and entered into with the City of Barling and

An independent contractor (vendor) whose mailing address and telephone number are:

The purpose of this agreement is to set forth the terms and conditions whereby the vendor is authorized by the City of Barling to operate a business, for the purpose of promoting and/or selling represented products under the following terms and conditions:

Terms and Conditions:

1. **Hours-** Vendor booths will be open for business: Sunday July 3rd 5p.m. – 9 p.m.
2. **Represented Products-** Only the product (s) specified below will be allowed to be represented and/or sold at your booth during the festival. No changes may be made without prior consent of the City of Barling.
3. **Termination Rights-** The City of Barling reserves the right to terminate the operation of the vendor at any time during the festival for any of the following reasons:
 - a. A professional manner is not maintained by the vendor and its employees.
 - b. Vendor behaves in a manner that could be construed as offensive.
 - c. Vendor commits any act detrimental to the purpose of the event.
 - d. Vendor violates any provision of the Health Department.
 - e. Vendor fails to cooperate with event management staff.
 - f. Vendor breaches any of the agreements listed herein.
 - g. Vendor refuses to operate in assigned location.
4. **Premises-** Vendor assures that premises shall be left in original condition as upon arrival (this includes removing all personal property and debris from the area).

5. Set-up and Departure- Vendor shall set up its booth in accordance with the rules set by the Event Director. Set up will be on July 4th between 6-9 a.m. Arrangements can be made for earlier set-up on Jul 3rd, no earlier than 7 a.m. Vendors will be allotted 10'x10', unless approved in advance by the Event Director on a case-by-case basis.

Due to event layout and space requirements, vendor's vehicles cannot be parked alongside vendor's booth. Vendors will be responsible for transporting their merchandise to/from their parking spaces. Break-down for booths may begin no earlier than 9 p.m., on July 3rd.

6. Designated Areas –

- a. Vendor booth location will be determined by the Event Director.
- b. Vendor agrees to operate all electrical equipment in a safe manner.

7. Taxes- Vendor shall be responsible for the collection and payment of any tax upon the gross receipts as required by Arkansas Law. Vendor is responsible for collection and payment of all applicable taxes. Tax Forms will be provided at check-in.

8. Terms- Registration deadline is Jul 1, 2016. Upon signing this contract, vendor agrees to abide by the Terms and Conditions set forth herein.

9. Vendor must check in with the Event Director BEFORE setting up.

10. Vendor shall not transfer or sublet the space or any part thereof or permit the same to be used by any other person without the consent of the Event Director.

11. Event staff shall have the right to terminate the contract granted hereunder at any time without liability.

BOOTH RULES: Booth assignments are made by the Event Director based on operational and space requirements of the event. Therefore, the City of Barling reserved the right to refuse any application. Vendor must be check in and material placed in the assigned booth spaced during the designated set up time. Failure to set up during designated times or changing booth locations will be cause for removal of vendor.

Vendor / Business Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Vehicle LIC# _____ Phone: _____

Email: _____

Description of Products Sold:

Booth Size Needed: 10x10 _____ Additional space: _____

304 Church St.

PO Box 23039

Barling, AR 72923

Phone: 479-452-1550

Fax: 479-452-0373

www.barlingar.gov

I hereby agree to guidelines outlined above and forever discharge, release and hold harmless the festival coordinators and their agents from any and all manner of action, suits, damages or claims whatsoever in arising from any loss or damage to person or property while participating in this event and hereby to the enforcement if all rules and regulations of the event.

Entered into this _____ day of _____, 2016

Vendor Signature

Event Director